

## **EXHIBIT A**

### **Services to be Provided**

#### **SERVICES:**

All services performed by Contractor shall be carried out in conformance with California Code of Regulations Title 15.

#### 1. Receiving Screening

With the exception of inmates and wards transferred directly within a custody system with documented receiving screening, a screening shall be completed on all inmates and wards at the time of intake.

##### A. Receiving Screening (Adult Facilities)

- i. This screening shall be completed in accordance with written procedures and shall include but not be limited to medical and mental health problems, developmental disabilities, and communicable diseases, including, but not limited to, tuberculosis and other airborne diseases. The screening shall be performed by licensed health personnel.
- ii. The facility administrator and responsible physician shall develop a written plan for complying with Penal Code Section 2656 (orthopedic or prosthetic appliance used by inmates and wards).
- iii. There shall be a written plan to provide care for any inmate who appears at this screening to be in need of, or who requests, medical, mental health, or developmental disability treatment.
- iv. Written procedures and screening protocol shall be established by the responsible physician in cooperation with the facility administrator.
- v. When medically appropriate, Contractor will provide medical services on-site.
- vi. Contractor health services staff have the authority to make the final decisions for accepting or not accepting inmates into custody prior to outside evaluation and treatment, based on mutually agreed upon medical criteria.
- vii. Once an inmate is cleared by outside medical evaluation as per Paragraph iv above, the final decision as to whether to accept the inmate or not will be made by Adult Facility management.

##### B. Receiving Screening (Juvenile Facilities)

- i. Counselors will complete the "Intake Health Screening" form.
- ii. Contractor nursing staff or on-call staff will respond to requests for consultation on screenings as required.
- iii. When medically appropriate, Contractor will provide medical services on-site.

C. Mental Health Evaluation (Juvenile Facilities)

Contractor will provide the following support for mental health services at the Juvenile Facilities:

1. Documentation of psychotropic drug administration and prescriptions
2. Working in cooperation/collaboration with Mental Health Staff to ensure appropriate distribution and documentation of psychotropic drugs to wards.
3. Processing of psychotropic drug prescriptions and ordering to ensure a sufficient supply on hand during incarceration and a two-week supply at the time of release.

D. Special Mental Disorder Assessment

An additional mental health screening will be performed, according to written procedures, on inmates or wards who have given birth within the past year and are charged with murder or attempted murder of their infants. Such screening will be performed at intake and, if the assessment indicates postpartum psychosis, a referral for further evaluation will be made.

2. TB Testing (Adult Facilities)

Contractor will perform TB Screening on all inmates who reside in the Adult Facilities within 14 days of booking following protocol established between Contractor and County. Contractor will provide PPD testing and chest x-rays as appropriate; further testing requirements established by the PHD will be the financial responsibility of the County. Contractor will provide nursing time to perform test, but cost of testing beyond the PPD and chest x-ray will be financial responsibility of PHD.

3. Medical Examination (Juvenile Facilities)

- A. Contractor will perform a medical examination on wards who are admitted to the Juvenile Facilities in accordance with Title 15 guidelines.
- B. Contractor will perform TB Screening on all wards in Juvenile Facilities within 96 hours of intake, following protocol established between Contractor and County. Contractor will provide PPD testing and chest x-rays as appropriate; further testing requirements established by PHD will be the financial responsibility of the County. Contractor will provide nursing time to perform test, but cost of testing beyond the PPD and chest x-ray will be financial responsibility of PHD.

- C. Contractor will verify up-to-date vaccination for each ward in the County-approved database and shall provide vaccinations as necessary to ensure each ward is current on vaccinations, appropriate to age. County will ensure Contractor has sufficient access to this program to meet this requirement. Contractor will obtain and manage vaccine as a provider participant in the California Vaccines for Children (VFC) Program.

#### 4. Detoxification from Drugs and Alcohol

##### A. Detoxification from Drugs and Alcohol (Adult Facilities)

- i. Detoxification services will be performed under medical supervision.
- ii. Inmates will be assessed by medical personnel when admitted to the detoxification cell and at a minimum, every 6 hours thereafter, or as requested by custody staff, and consistent with accepted medical standards or facility protocol.
- iii. Contractor staff will document assessment as noted in (ii) in a manner consistent with acceptable medical standards.
- iv. Custody staff will monitor detoxification cells as per Title 15 guidelines

##### B. Detoxification from Drugs and Alcohol (Juvenile Facilities)

- i. Detoxification from mind-altering drugs, including alcohol, when performed at Juvenile Facilities will be under medical supervision. No standing orders will be used.
- ii. When no medical staff is present, wards presenting "withdrawal" symptoms prior to booking will immediately be sent to an appropriate acute care facility.

#### 5. Sick Call

##### A. Sick Call (Adult Facilities)

- i. Sick call will be conducted five days a week with emergency response on weekends.
- ii. Sick call will be conducted by a Family Nurse Practitioner/PA, RN, or a Physician. RN's performing sick call will operate under Standardized Procedures developed and approved by the Physician.
- iii. Sick call will be conducted in designated areas of the clinic or housing units, in as much privacy as security concerns allow.
- iv. Inmates will be scheduled to be seen at sick call as soon as possible or as medically indicated.

##### B. Sick Call (Juvenile Facilities)

- i. Sick call will be conducted five days a week by a Registered Nurse operating under

standardized procedures.

- ii. A physician will provide consultation at least once per week at Juvenile Facilities. Emergency response will be provided on weekends.

### C. Individualized Treatment Plans

- i. For each inmate or ward receiving mental health treatment in a Facility, the treatment staff shall develop a written treatment plan. The custody staff shall be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate or ward. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.
- ii. For each inmate or ward treated for a major medical problem in a Facility, the treatment staff shall develop a written treatment plan. The custody staff shall be informed of the treatment plan when necessary, to ensure coordination and cooperation in the ongoing care of the inmate. This treatment plan shall include referral to treatment after release from the facility when recommended by treatment staff.
- iii. Contractor will identify adult inmates who require ongoing treatment and care and provide Custodial Staff with this information. Contractor will make every reasonable effort to provide those identified persons with a Medi-Cal/CMSP application packet upon release. Such packets will be provided by PHD.

## 6. Off-Site Services

### Off-Site Services (Adult and Juvenile Facilities)

- A. Contractor will provide required medical/surgical inpatient hospital care, off-site specialty care, off-site clinic care, emergency room care, and other health-related ancillary services for those inmates and wards who have been physically placed in Facilities after medical clearance and booking.
- B. All such care, as described above, must be approved and referred by Contractor staff utilizing a Contractor referral form.
- C. Contractor will not refer or be responsible for elective procedures that can safely be provided when an inmate is released from custody.
- D. Contractor will provide third party payor information to off-site providers when such information is available.

## 7. Laboratory, X-ray, Pharmaceuticals, Medical Supplies, Equipment, and Medical Record Supplies (Adult Facilities and Juvenile Detention Facilities)

- A. Contractor will be responsible for the purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies, excluding psychotropic

drugs.

B. Contractor is responsible for purchasing required laboratory services and x-ray services.

8. On-Site Medical Emergency Services (Adult and Juvenile Facilities)

Contractor will have medical personnel available to provide consultations to nursing staff or counselors and to come to the facilities as required 24 hours a day, seven days a week.

9. Mental Health Services

A. Mental Health Services (Adult Facilities)

- i. Contractor will provide on-site mental health services to all inmates incarcerated in an Adult Facility and shall do so in satisfaction of all requirements of Title 15 of the California Code of Regulations. Furthermore, Contractor will meet all requirements of any other provision of law as it pertains to the provision of mental healthcare to inmates in county correctional facilities.
- ii. Notwithstanding the foregoing provisions, regarding the services to be provided by Contractor, all court ordered referrals of persons charged solely with misdemeanor offenses for mental health services pursuant to Penal Code Sections 1367 et seq. are excluded from the services to be provided by Contractor pursuant to this contract and shall remain the responsibility of the MHD and its Director. Also, notwithstanding the provisions set forth in paragraph "i" above, all court ordered evaluations for mental health services made pursuant to Penal Code section 4011.6 are excluded from the services to be provided by Contractor pursuant to this contract.
- iii. It is also understood, and agreed that inmates in the Adult Facilities admitted to a Mental Health Facility for mental health services pursuant to the provisions of Penal Code section 4011.6 by virtue of referrals made by either the Sheriff's Office or Contractor staff, will be the financial responsibility of Contractor. Contractor's financial liability, described under Article III, Section B, will apply to psychiatric inpatient care as well.
- iv. Contractor will be responsible for providing limited ongoing drug and alcohol counseling.

B. Mental Health Services (Juvenile Facilities)

- i. Contractor will not be responsible for the overall mental health program at Juvenile Facilities, except as provided for in paragraph (ii) below. MHD will provide mental health services at Juvenile Facilities.
- ii. Contractor will manage the supply of the psychotropic drugs inventory. Contractor will be responsible for the administration, documentation, and inventory of the psychotropic drugs.

10. Dental Services

A. Dental Services (Adult Facilities)

- i. Contractor will be responsible for providing emergency dental services to inmates housed in the El Dorado County Correctional Facilities.
- ii. Dental services will be provided on-site at the Placerville Adult Facility, if adequate space is available.
- iii. Inmates requesting dental services will be prioritized, and will be scheduled to see the dentist as soon as possible, as medically indicated.
- iv. Medically necessary oral surgery that cannot safely be delayed until release from custody will be referred to outside specialists.

B. Dental Services (Juvenile Facilities)

Dental services for wards will be provided on urgent need basis in the community and paid for by Contractor.

11. Medical Records (Adult and Juvenile Facilities)

- A. Contractor will be responsible for the maintenance of all medical records.
- B. The medical records will be the property of County.
- C. Contractor will be the custodian of all active and inactive medical records.
- D. Contractor will adhere to all laws relating to confidentiality of medical records.
- E. Contractor will maintain all records in accordance with Title 15, California Code of Regulations, Sections 1205 and 1406.
- F. Pertinent medical information will be prepared to accompany all inmates and wards when transferring to other detention/correctional facilities.
- G. County will provide space required to store active and inactive medical records.
- H. Contractor will be the custodian of these records during the term of this Agreement. As such, Contractor will be responsible for the accurate and timely documentation of all medical events, medication, and treatment. Medical records will be housed in accordance with HIPAA requirements and retained for a period not less than two years, on site at the facility, as space allows. Contractor will utilize the booking number as a unique identifier for medical records and shall make every effort to obtain records of prior incarcerations. These records shall be incorporated into a unit record.

12. Medication Administration

A. Medication Administration (Adult Facilities)

- i. Contractor nursing staff will be responsible for administering medications.
- ii. Medications will principally be administered on a BID regimen.
- iii. Over-the-counter medications, (Tylenol or Maalox) will principally be administered on a BID regimen.
- iv. Contractor nursing staff will respond to requests for OTC medications at other times on an emergency basis as medically indicated.
- v. All pharmaceuticals will be stored, inventoried, and administered in accordance with all applicable laws, guidelines, and per Contractor's policy and procedures relating to pharmaceutical practices.

B. Medication Administration (Juvenile Facilities)

- i. Counselors will administer medications as prescribed by Contractor staff. Contractor will provide training to counselors regarding safe administration techniques and common side effects.
- ii. Contractor will be responsible for ordering, but not paying for, medications according to written prescriptions provided by MHD, maintaining inventory of prescriptions to ensure day-to-day requirements during detention and a two-week supply upon release, and maintaining Medication Administration Records (MARS) documentation. Contractor will collaborate with MHD to ensure access to pharmacy services on the weekend for psychotropic drug requirements in the Juvenile Facilities.

13. Food Service Health Clearance (Adult and Juvenile Facilities, if applicable)

- A. Custody staff will provide a list to Contractor on a weekly basis of inmates and wards that are scheduled to work in the kitchen.
- B. Contractor will perform a health clearance for these inmates and wards and provide custody staff with a list of inmates and wards who have been medically cleared for kitchen duty.

14. Emergency First Aid (Adult and Juvenile Facilities)

Contractor shall respond and provide emergency first aid to County staff and within the confines of the Facilities.

15. Training (Adult and Juvenile Facilities)

Contractor will provide up to eight hours of annual training for correctional officers/counselors concerning health care issues in a Facility.

16. Prosthesis (Adult and Juvenile Facilities)

Medical and dental prosthesis and corrective eyeglasses are provided when the health of the inmate or ward would otherwise be adversely affected.

17. Statistical Reporting (Adult and Juvenile Facilities)

- A. Contractor shall develop and provide to Contract Administrator annual statistical summaries of health care and pharmaceutical services that are provided. Contractor shall also establish a mechanism to assure that the quality and adequacy of these services are assessed annually. Contractor shall correct identified deficiencies of the health care and pharmaceutical services delivered.
- B. Based on information from these audits, Contractor shall provide the facility administration and Contract Administrator with an annual written report on health care and pharmaceutical services delivered.
- C. No later than the third Friday of each month, Contractor shall submit to the County statistics and information on the prior month's activities as follows:
  - i. number of sick call visits:
    - 1) by nursing staff,
    - 2) by physicians;
  - ii. number of food service worker screenings;
  - iii. number of laboratory tests performed;
  - iv. number of new prescriptions filled, including over-the-counter;
  - v. total number of prescriptions;
  - vi. number of medication doses administered;
  - vii. types and numbers of communicable diseases seen and treated;
  - viii. if facility has an infirmary, average daily occupancy for medical/mental health services;
  - ix. number of emergency department visits;
  - x. number of specialty clinic visits;
  - xi. number of visits to use:
    - 1) laboratories,
    - 2) X-ray,
    - 3) electrocardiograms,
    - 4) electroencephalograms;
  - xii. profile of hospital admissions:
    - 1) number of hospital admissions,
    - 2) types of diagnosis,
    - 3) total patient days;
  - xiii. dental services provided:
    - 1) number seen on-site
    - 2) number referred;

- xiv. number of inmates and wards transported and the time; and,
- xv. number of TB Tests given

18. Other Administrative Requirements

- A. Contractor will be responsible for processing inmate or ward grievances concerning medical care as per custody's policies and procedures.
- B. Contractor will be responsible for allowing medical personnel to testify concerning civil rights suits or any writs of habeas corpus filed by inmates or wards. Contractor must also respond in writing to custody concerning any such writs of habeas corpus or federal civil rights suits.

19. Quality Assurance Program

- A. Contractor shall maintain a comprehensive quality assurance plan throughout the term of this contract.
- B. Contractor will provide annually to the Contract Administrator a copy of the overall Quality Assurance plan and any updates or revisions.
- C. Contractor shall provide County, upon request, with statistical summaries of quality assurance activities.

20. Other Services

Contractor agrees to provide all services adhering to Title 15 guidelines.-

21. Special Medical Diets

- A. Contractor health services staff will evaluate the need for and will prescribe medically required special diets for inmates or wards as appropriate.
- B. Contractor will coordinate with Food Service management staff regarding the types of special medical diets which can be offered to the inmate/ward population.

22. Personnel Services

- A. Contractor will comply with all laws relating to hiring/promotion practices to ensure that applicants for employment/promotion are not discriminated against because of race, creed, color, age, sex, sexual preference, marital status, handicap, or national origin.
- B. Contractor shall obtain all licenses necessary to provide medical services in El Dorado County Correctional Facilities. Contractor will ensure that all of its employees, including Registry temporary employees, who render medical services, possess and maintain all applicable licenses and certificates. Contractor shall ensure that all staff

work only within the scope of practice described by their license or certificate.

- C. Contractor will ensure that all of its new employees are afforded an orientation period.
- D. Contractor will provide in-service training for its personnel. Topics will be identified by the Program Manager who will also maintain records on subject matter and employee participation.

23. Medical Policy and Procedure Manuals (Adult and Juvenile Facilities)

- A. Contractor will develop and maintain current policy and procedure, protocol, and reference manuals, for services provided under this Agreement, in compliance with California Code of Regulations, Title 15.
- B. New policies and/or procedures related to services provided under this Agreement will not be implemented or existing policies and procedures revised by either party without the mutual concurrence of Contractor and County.

24. Minimum Staffing Pattern

See current Exhibit B, *El Dorado County Staffing Pattern*, for agreed upon minimums. Shift patterns may be revised at times during the term of this Agreement upon mutual concurrence of Contractor and County.